

**INTERLOCAL AGREEMENT FOR JCSUD AND THE CITY OF BURLESON**  
**REGARDING PLACEMENT OF JCSUD'S WATER LINE FACILITIES WITHIN THE**  
**CITY OF BURLESON'S RIGHT OF WAY OF CHISHOLM SUMMIT**  
**CR 914/LAKEWOOD DR**

This Interlocal Agreement for placement of JCSUD's Water Line Facilities within the City of Burleson's right-of-way ("Agreement") is entered by and between Johnson County Special Utility District ("JCSUD") and the City of Burleson, Texas ("Burleson"), to be effective as of the last date of execution by JCSUD and Burleson (the "Effective Date"). JCSUD and Burleson may be referred to herein individually as a "Party" or collectively as the "Parties."

**WHEREAS**, JCSUD is a conservation and reclamation district created pursuant to Section 59, Article XVI of the Texas Constitution and operating under Chapters 49 and 65 of the Texas Water Code;

**WHEREAS**, Burleson is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code;

**WHEREAS**, JCSUD is willing to permit the placement of its facilities within the right-of-way necessary for the Project according to the terms and conditions set forth herein;

**WHEREAS**, if Burleson determines from time to time that it is necessary to make certain improvements in their jurisdictional right-of-way which would require water facilities belonging to JCSUD to be removed and/or relocated it will necessitate the adjustment, removal, and/or relocation of certain water utility facilities belonging to JCSUD within the Chisholm Summit Development and CR 914/Lakewood Dr for improvement or extension of any roadways or other improvement project ("Project"), subject to but not limited to engineering, easement acquisition costs, and construction to relocate existing JCSUD utility lines along and/or across the proposed improvement project, roadway extension and/or any other improvement project;

**WHEREAS**, Burleson is willing to be responsible for any future costs associated with removing and relocating JCSUD's water line facilities whereby said improvements are deemed necessary and beneficial to Burleson including, but not limited to, engineering, easement acquisition, and construction inspection costs to relocate existing JCSUD utility lines along and/or across the proposed Project so long as the relocation does not negatively impact the maintenance and operation of JCSUD's water line facilities;

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the Parties agree as follows:

**I. RELOCATION PROJECT**

1. Area and Facilities Subject of Relocation Project. JCSUD currently owns, operates, and maintains certain water utility lines and facilities within the Chisholm Summit Development and CR 914/Lakewood Dr, currently located in Johnson County, Texas, as more particularly described

and illustrated in the map attached as Exhibit “A”, attached hereto and incorporated herein by reference for all purposes (the “Map”). The current location of the water utility lines and facilities within the Chisholm Summit Development and CR 914/Lakewood Dr is highlighted in red on the Map. The Parties hereby agree that Burleson may adjust, remove, and/or relocate of said water utility lines and facilities belonging to JCSUD within the Chisholm Summit Development and CR 914/Lakewood Dr to Burleson’s jurisdictional right-of-way shown in green and otherwise identified in the Map (the “Project”). The Parties agree that the facilities subject to relocation will be mutually agreed upon.

2. Responsibility for Construction. The Parties agree that Burleson shall be responsible for conducting necessary engineering, and/or surveying of the area to which the facilities will be relocated, acquiring easements for the Project, and all construction associated with the Project. The Parties agree that JCSUD shall review and approve the construction plans and provide inspection during construction, and JCSUD shall not unreasonably withhold its approval. JCSUD agrees that Burleson may assign and/or subcontract the Project work to any contractor, including to the general contractor selected by Burleson to undertake all or part of the Project.

3. Construction. After the Effective Date, JCSUD agrees to provide written notice authorizing Burleson to begin performing work. Burleson agrees to perform such work in a reasonable time frame, however, all parties shall recognize events outside of Burleson’s control may cause construction delays, including but not limited to a strike, war, or act of war (whether an actual declaration of war is made or not), insurrection, riot, the act of a public enemy, accident, fire, flood, adverse weather, or other act of God, sabotage, interference by JCSUD, or any third party with Burleson’s ability to proceed with Project, or any other event in which Burleson has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Burleson. Once all inspections have been performed by JCSUD and the facilities found to be in conformance with the construction plans, JCSUD shall provide a letter of final acceptance. A two-year maintenance bond shall be provided by the contractor for any water line relocations associated with the Project. Burleson agrees to work with JCSUD in any correspondence with the contractor if there are deficiencies identified within the two-year maintenance period.

## **II. MAINTENANCE**

The Parties agree that JCSUD shall be the entity of record to repair its distribution lines and related facilities as needed to maintain normal operations. JCSUD will be responsible for excavation and backfill associated with maintenance of the water line facilities. Burleson shall be responsible for restoration of the grass, sidewalk, curbing, and pavement if removed as a result of maintenance to the water line by JCSUD. JCSUD and Burleson will coordinate the repairs/replacement process for all items associated with the site restoration listed above with Burleson in-house forces or contractors to assist on a “cost plus” basis to JCSUD.

## **III. TERMINATION**

Termination shall be by mutual consent of both parties. All payment provisions in Section II and of this Agreement shall survive any termination of this Agreement and shall be binding on the Parties and their successors and assigns.

#### **IV. MISCELLANEOUS**

1. Notices. Notices shall be in writing and delivered personally, or mailed by registered mail or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission (receipt of such transmission to be acknowledged by the recipient) to the Parties at their respective addresses shown below:

Johnson County Special Utility District  
Attn. Pete Kampf, General Manager  
P.O. Box 509  
Cleburne, TX 76033  
T: (817) 760-5200  
F: (817) 760-5238

City of Burleson  
Attn: City Manager  
141 W. Renfro St.  
Burleson, TX 76028  
T: (817) 426-9600  
F: (817) 426-9376

2. Compliance with Applicable Laws. The Parties agree that they will comply with all federal and state laws, rules, and regulations applicable to construction associated with the.

3. Disclaimer of Liability. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THIS SECTION IV.3. SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT AND SHALL BE BINDING ON THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

4. Governing Laws. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.
5. Venue. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Johnson County, Texas. The parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Johnson County, Texas.
6. Third Party Beneficiaries. The Parties agree that there are no third party beneficiaries to this Agreement.
7. Attorneys' Fees. Except as provided in Section II of this Agreement, each Party shall bear its own attorneys' fees and costs related to this Agreement.
8. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.
9. Exhibits. All Exhibits hereto are incorporated as if set forth in their entirety in this Agreement.
10. Amendment. Any amendments to this Agreement must be in writing and signed by all the Parties.
11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns. Notwithstanding the foregoing, no Party to this Agreement may assign their rights or obligations under this Agreement without the written consent of the other Parties.
12. Construction. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.
13. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

14. Authority. The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party's behalf.

15. Execution. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.

16. Enforceability. The Parties acknowledge and agree that this Agreement is a written contract stating the essential terms of the Parties' agreement for providing goods and services under Subchapter I of Chapter 271 of the Texas Local Government Code.

17. Waiver. Any waiver by any Party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

***[Signature Pages to Follow]***

JOHNSON COUNTY  
SPECIAL UTILITY DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF BURLESON

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name: \_\_\_\_\_  
[SEAL]

